

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
ELECTRONICALLY

THIS DOCUMENT HAS  
BEEN

-----X FILED.

PRUDENTIAL EQUITY GROUP, LLC,

Plaintiff,

- against -

THOMAS R. AJAMIE, AJAMIE LLP, ROBERT  
WEISS, ROBERT H. WEISS & ASSOCIATES, LLP,  
JOHN MOSCOW, ROSNER NAPIERALA, LLP,  
BRIAN ROSNER, DAVID ROBBINS, KAUFMANN  
FEINDER YAMIN GILDIN & ROBBINS, LLP,  
WALLACE SHOWMAN, BERNSTEIN LITOWITZ  
BERGER & GROSSMAN LLP, ROBERT KRAUS,  
KRAUS & ZUCHLEWSKI LLP, MARTIN KROLL,  
KROLL, MOSS & KROLL, LLP, JOHN DOES 1-25,  
and ABC CORPORATIONS 1-25,

Defendants.

INITIAL DISCLOSURES  
BY MARTIN N. KROLL  
AND KROLL, MOSS &  
KROLL, LLP

Case No. 07 CIV 5606 (JSR)

-----X

Defendants, MARTIN N. KROLL ("Kroll") and KROLL, MOSS & KROLL,  
LLP (collectively the KMK Defendants), hereby make their initial disclosures pursuant  
to F.R.C.P. 26(a)(1).

**A. Individuals with Discoverable Information**

The following individuals are likely to have discoverable information that  
the KMK Defendants may use to support their claims or defenses:

All parties to this action

Charanjit Sahni

**B. Documents**

The following are categories of documents that the KMK Defendants may

use to support their claims or defenses:

1. Retainer Agreement with the Sahni's.
2. Record of time expended and expenses incurred on behalf of the Sahni's.
3. Communications of settlement offer by Prudential.

**C. Computation of Damages**

A retainer was entered into with the Sahni's wherein they retained the services of Kroll, Moss & Kroll, LLP, to pursue claims against Prudential Securities and/or its agents upon the following terms:

- A. An advance retainer of \$15,000.00 was to be paid to Kroll, Moss & Kroll, LLP, by the Sahni's at a rate of \$5,000.0 per month for a three month period;
- B. The Sahni's to pay all "out of pocket" expenses incurred within the month in which such expenses were invoiced to the Sahni's;
- C. Kroll, Moss & Kroll, LLP agreed to accept a reduced hourly rate for services rendered in the amount of \$250.00; and
- D. The Sahni's were to pay a sum equal to 1/3 of any sums recovered with credit given for all monies previously paid by the Sahni's.

In or about March, 2002, Prudential Securities made an offer to settle the Sahni's claims for the sum of \$225,000.00. Prior to such settlement offer, Kroll, Moss & Kroll, LLP, had earned and the Sahni's had paid to Kroll, Moss & Kroll, LLP the sum of \$10,000.00 of the total \$15,000.00 Advance Retainer to be paid by the Sahni's. By letter dated April 2, 2002, Kroll, Moss & Kroll, LLP advised the Sahni's of such settlement offer. However, the Sahni's elected to reject such offer and continue

pursuit of the claims against Prudential Securities and/or its agents.

Under the terms of the Sahni Retainer, based upon the offer of settlement of \$225,000.00, KMK is entitled to one-third (1/3) of such sum (\$75,000.00) with credit for the \$10,000.00 already paid leaving a balance of \$65,000.00.

**DATED: Garden City, New York  
September 18, 2007**

**S/**  
\_\_\_\_\_  
**MARTIN N. KROLL (MK-1222)**  
**KROLL, MOSS & KROLL, LLP**  
**Defendants Pro Se**  
**400 Garden City Plaza**  
**Garden City, New York 11530**  
**516-873-8000**

JKM/kh  
Z:\Docs\SAHNI\USDC\DISCLOSE-PDF.wpd